

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-220
ANNUAL REQUIREMENTS FOR
Pro-Warrington Style 5000 Structural
Firefighting Boots

DATE: August 14, 2006

CONTRACT PERIOD: Sept. 1, 2006 thru Aug. 31. 2007

CONTRACTOR: Jacobsen Fire Equipment
140 West Cornhusker Hwy.
Lincoln, NE 68527

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Scott Wrobliski
Telephone No.: 474-4203
FAX No.: 474-4211
E-Mail Address: scottwrobliski@aol.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Bid Specification 06-220

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 77001
Dated:8-10-06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR PRO-WARRINGTON
STYLE 5000 STRUCTURAL FIREFIGHTING BOOTS
SPECIFICATION 06-220**

**Contractor:
Jacobsen Fire Equipment
140 West Cornhusker Hwy.
Lincoln, NE 68527**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28 day of July 2006, by and between **Jacobsen Fire Equipment, 140 West Cornhusker Hwy., Lincoln, NE 68527** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Pro-Warrington Style 5000 Structural Firefighting Boots, Spec. No. 06-220** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **September 1, 2006 thru August 31, 2007**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Colleen J. Seng
Mayor

Approved by Executive or No. 077001

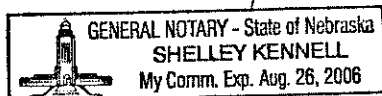
dated 8-10-06

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Shelley Kennell (SEAL)
~~Secretary~~ Notary



Jacobsen Fire
Name of Corporation

140 W. Cornhusker
(Address)

By: Robert W. Wablski
Duly Authorized Official

owner
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

SPECIFICATION NO. 06-220
BID OPENING TIME: 12:00 P.M.
DATE: Wednesday, July 19, 2006

ADDENDA RECEIPT: The receipt of the addenda to the specification number 1 through 6 is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following bid schedule:

	<u>UNIT PRICE</u>
1. Pro-Warrington style 5000 Structural boots NO Subs Full & Half Sizes C - 6 to 12, 13, 14	\$ <u>236.84</u> /pr
2. Pro-Warrington style 5000 Structural boots NO Subs Full & Half Sizes Sizes D - 4 to 13, 14, 15	\$ <u>236.84</u> /pr
3. Pro-Warrington style 5000 Structural boots NO Subs Full & Half Sizes Sizes E- 4 to 13, 14, 15	\$ <u>236.84</u> /pr
4. Pro-Warrington style 5000 Structural boots NO Subs Full & Half Sizes Sizes E- 4 to 13, 14, 15, 16	\$ <u>236.84</u> /pr
5. Female Sizes: 5 to 10, N, M, W	\$ <u>236.84</u> /pr
6. Special Make-up Sizes available in both Genders	\$ <u>N/C</u> /pr

It is estimated that we will be ordering between 80 and 100 pair total of the above boots over a three (3) year period as funds are available.

BID SECURITY REQUIRED: Yes ☐ No ☒ Amount: NA

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

TERM PRICE CLAUSE: BIDDER MUST STATE:

(a) Bid prices firm for the full contract period: 1 YR.; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:

Through _____.

Contract Extension Renewal is an option: Yes ☒ No ☐

Jacobsen Fire Equipment Company

"Excellent Service is our Specialty"

140 WEST CORNHUSKER HIGHWAY

(402) 474-4203

LINCOLN, NEBRASKA 68521

July 19, 2006

ADDENDUM #1
TO SPEC. 06-220
ANNUAL SUPPLY OF PRO-WARRINGTON STYLE 5000
STRUCTURAL FIREFIGHTING BOOTS

Jacobsen Fire Equipment will agree to submit any given quantity of sizes for proper fitting set forth until entire department has been outfitted in which however the duration may be.

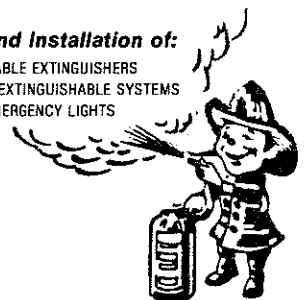
Jacobsen Fire Equipment will provide samples at NO CHARGE basis in which samples will be displayed at Fire department headquarters in which we feel would be most cost effective and simplified matter. Once entered into agreement and samples delivered expected delivery of boot order to be within 3-5 working days.

Thank You,



Scott Wrobliski

Sales and Installation of:
PORTABLE EXTINGUISHERS
WET & DRY EXTINGUISHABLE SYSTEMS
EMERGENCY LIGHTS



INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Scott Wrabliski
TITLE: Sales
PHONE NO. 4174-4203

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 06-220**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

Jacobsen Fire Equip
COMPANY NAME
1410 West Cornhusker Hwy
STREET ADDRESS or P.O. BOX
Lincoln NE 68521
CITY, STATE ZIP CODE
4174-4203 4174-4211
TELEPHONE No. FAX No.
Scott Wrabliski@AOL.com
E-MAIL ADDRESS

Scott Wrabliski
BY (Signature)
Scott Wrabliski
(Print Name)
Sales
(Title)
July 19, 06
(Date)
3-5 days
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.